IP management in collaborations at the JRC

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Overview

Joint Research Centre
Collaborations
IP management
Lessons learned
Joint Research Centre
Established in 1957
The only Commission Directorate General carrying out direct research
7 institutes in 5 countries
3,068 staff
(35% short-term)
744 peer reviewed scientific publications in 2013
Budget 2014: €401,5 million
JRC, the Commission's in-house science service

- Provides EU policies with independent, evidence-based scientific and technical support throughout the whole policy cycle.

- Cooperates with the Member States, industry, universities and research organisations in the EU and worldwide.

- Is independent of industrial and national interests.

- Provides fast and flexible response.
Key orientations

- Agriculture and global food security
- Single market, growth, jobs and innovation
- Economic and Monetary Union (EMU)
- Public health, safety and security
- Low-carbon economy and resource efficiency
- Nuclear safety and security (EURATOM programme)
A networked organisation

JRC collaborates extensively with over 1 000 public and private organisations, institutions and expert groups in more than 250 major networks worldwide

JRC provides

- Networks
- Access to facilities
- Technology transfer
- Participation in indirect actions of Horizon 2020
- Training
Collaborations
Partners

National authorities, universities, key scientific organisations, industries in the EU and countries associated to the research Framework Programme,

third country partners and international and regional intergovernmental organisations

along the lines of JRC international strategy.
Collaborations

**Procedure**

- **Initiation**
  - Mission and values check
    - JRC mission statement, vision & core values
    - Excellence, integrity & transparency
    - Key Orientations
    - Work Programmes

- **Assessment**
  - Added value
    - Provide policy support
    - Potential impact
    - Image & reputation
    - Enhance networking opportunities

- **Drafting**

- **Finalisation**

- **Archiving**

  - Partner
    - No sensitive issues
    - Implement JRC's international strategy
    - Good national and international reputation
Purpose, scope and goals of collaborations

**Purpose**

- Understanding and resolving scientific issues
- Share know-how with Member States, the scientific community and international partners
- Ensure that discoveries, inventions and creations generated are utilized in ways most likely to benefit the public

**Scope**

- Exchange of information, research results, granting of access to databases,
- Joint research activities
- Exchange of personnel in the fields of competence of the JRC
Purpose, scope and goals of collaborations

Goals

- Improve the co-ordination or the effectiveness of co-operations between the JRC and partners in specific domains
- Deepen the understanding of the scientific, economic and social issues in specific domains
Types of agreements

- Letter of Intent (LoI)
- Memoranda of Understanding (MoU)
- Collaboration Agreements (CA)
- Research Framework Arrangement (RFA)
- Collaborative Research Arrangement (CRA)
- Implementing Agreements/Implementing Arrangements (IA)

depending on:

- whether the partner:
  - is based in a Member State, a third party (associated countries or not), an international or regional intergovernmental organisation,
  - is a public or a private body
- degree of commitment and scope of collaboration (commitment to collaborate, exploration of collaboration areas, strategic frame, joint projects)
IP management
Declaration

Obligation to declare list of IP created in the framework of the collaboration – foreground IP
Protection of results

Obligation to put in place appropriate means to ensure ownership of rights.

In case the owning party decides to waive or abandon its right in IP or decide not to protect such IP (patentable or not) it undertake to inform the other party.

The other party may decide to pursue the protection of such IP in its own name and through its own means. The party undertake to sign an Assignment Agreement.

Note: in principle, the JRC does not assign the rights belonging to the EU/EURATOM to third-parties.
Ownership

IP belong to the party *whose personnel* created it

The owning party have the right to use, exploit, assign or dispose of such IP at its own will and discretion
Ownership

In the following cases:
- the IP created cannot be clearly separated between the parties or
- the parties have mutually contributed to the creation of the IP or
- the different parts of the created IP cannot exist independently of the other parts
the IP is **jointly owned**

The Parties undertake to conclude a **joint-ownership agreement**

In the absence of a joint-ownership agreement, neither side can dispose of, license, assign or transfer the jointly-owned IP without the prior permission of the other side
Access

Access to **foreground IP** of the other partie(s) on non-exclusive, royalty-free and non-transferable basis for internal and non-commercial purpose only
Publications

Neither party can publish, disseminate, make publically available or disclose result of the collaboration without prior written consent of the other party.

Acknowledge and reference authors and contributors.
Lessons learned
Lessons learned

Frequently negotiated

Declaration of **background IP**

Access to **background IP**

Flexibility on joint-ownership
Sometimes problematic with academic institutes

What to do when one party does not want/wish to protect its results

Consent of the other party to publish the results from the collaboration
Lessons learned

Other requests to adapt IP provisions

Use of IP by affiliates and in case of early termination

Rules for sharing ownership

Early clarifications of aspects normally clarified in joint-ownership agreements or assignment agreements (rule of the exploitation of jointly-owned IP, access to IP transferred to the other party, etc.)

Right of first refusal to foreground (!)
Thank you for your attention

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